

9 July 1996

MEMORANDUM OF UNDERSTANDING (MOU)
BETWEEN
THE U.S. ARMY SPACE AND STRATEGIC DEFENSE COMMAND (USASSDC)
U.S. ARMY KWAJALEIN ATOLL/KWAJALEIN MISSILE RANGE (USAKA/KMR)
AND
THE U.S. DEPARTMENT OF ENERGY (DOE)
OFFICE OF INTERNATIONAL HEALTH PROGRAMS

SUBJECT: Operational and Logistical Support to the U.S. Department of Energy (DOE) by U.S. Army Kwajalein Atoll/Kwajalein Missile Range (USAKA/KMR)

1. **PURPOSE:** This MOU establishes and defines the mutual support relationship between the U.S. Army Kwajalein Atoll/Kwajalein Missile Range (USAKA/KMR) and the United States Department of Energy's Office of International Health Programs (EH-63), and broadly states the mutual operational and logistical support services which will be necessary to fulfill the DOE's surveillance requirements under the Compact of Free Association. An existing Interagency Support Agreement (ISA) will be renegotiated between the DOE and the USAKA/KMR, which will delineate specific resource requirements, responsibilities, support services, and financial arrangements.

2. **REFERENCES:**

- a. Public Law 99-239, "Compact of Free Association..."
- b. Interagency Support Agreement (W31RPD-92072-002) between USASSDC and the DOE.
- c. Defense Regional Inter-Service Support (DRIS) Regulation, DoD 4000.19R.
- d. Major Range and Test Facility Base, DOD Directive 3200.11 and AR 70-69.
- e. Accounting Policy and Procedures for Intragovernment, Intradefense, and Intra-Army Transactions, AR 37-27.
- f. The USAKA Financial Policy and Rate Manual, as revised.

3. **BACKGROUND:** The DOE, through The Compact of Free Association is mandated to conduct a program of medical and environmental surveillance of peoples and islands in the Republic of the Marshall Islands (RMI) exposed to radioactive fallout from the U.S. nuclear tests (with particular reference to Test Bravo in 1954) which took place in the Central Pacific Ocean between 1946-1958. In order to discharge the responsibilities as lead agency for the prescribed surveillance activities, the DOE has required a logistical and operational base and support structure in the RMI and in Honolulu, Hawaii. The USAKA/KMR and its Kwajalein Logistics Support (KLS) Contractor have historically assisted and supported the U.S. Government's agency, the DOE, in carrying out its federal responsibility in the RMI.

4. **SCOPE:**

a. The USAKA/KMR will provide logistical and operational support to the DOE's RMI Program at Kwajalein and at Honolulu, to the extent of its available resources and capabilities, on a cost reimbursable and mission non-interference basis.

b. Local procedures and working arrangements are the responsibility of the Commander, USAKA/KMR and the DOE/EH Representative, Honolulu, or his/her designee.

c. Support provided under this agreement will be arranged by USAKA/KMR and accomplished by its KLS Contractor and its Security & Law Enforcement Contractor, or other sources deemed appropriate by USAKA/KMR.

d. The USAKA/KMR will provide if available, office, warehousing, and clinical space at Kwajalein to the DOE to facilitate its programs. The DOE will arrange with USAKA/KMR for construction and modifications of facilities if necessary, on a reimbursable basis.

e. Subject to DOE's determination of its office space requirements in Building 3225 at Hickam Air Force Base (AFB), Honolulu, Hawaii for efficient performance of its assigned responsibilities and subject further to the written approval by the USAF's 15th Air Base Wing, the DOE will, upon written request by USASSDC/USAKA/KMR, suballocate to USASSDC/USAKA/KMR available space in Building 3225. Any request by USASSDC/USAKA/KMR for modification or alteration of such suballocated space will be made in writing to DOE and must be approved by the 15th Air Base Wing, in accordance with the terms and conditions to be set forth in the Interagency Support Agreement/Interagency Agreement cited in paragraph 4.h

f. All DOE personnel and contractor staff will follow all regulations in force at USAKA/ KMR, and will follow all special orders and instructions of the Commander, USAKA/KMR.

g. The USAKA/KMR and the DOE will coordinate mission schedules and keep each other advised of changes to current and future support requirements which will result in for example relocation of activities, loss or gain of missions, schedule changes, and reallocation of resources.

h. The DOE will request all support from USAKA/KMR formally, through Letters of Requirements & Request for Cost Estimates. The USAKA/KMR will provide cost estimates to DOE and will furnish the requisite support on a reimbursable basis. Likewise, the costs associated with the USASSDC/USAKA/KMR's access to and use of DOE's office complex at Hickam AFB, Honolulu, will be reimbursed to DOE, in accordance with a separate Interagency Support Agreement/Interagency Agreement to be negotiated between the DOE and the USAKA/KMR.

i. The DOE will support USAKA/KMR in its efforts to reduce facilities, remove temporary structures, maintain the installation's security posture, and to the extent possible assist growth of the RMI economy.

5. SPECIFIC PROVISIONS:

a. The USAKA/KMR will support, on a reimbursable and non-interference basis, the DOE medical and radiological missions in the RMI by providing on an "as available" basis, billeting and food services for mission personnel, staff, contractor and sponsored mission members, and medical translators, and, if medically necessary, for patients and related non-US personnel, in accordance with DOD, Army, USASSDC, and USAKA/KMR regulations; by providing surface, sea, and air transportation as necessary (if available); by providing clinical space and medical personnel as requested (if available); and by furnishing requested physician help, laboratory, ultrasound, and diagnostic imaging services (if available).

b. All physicians and nurses of the USAKA/KMR hospital participating in the DOE's Brookhaven National Laboratory (BNL)-operated Marshall Islands Medical Program (MIMP) will, on a reimbursable basis, be credentialed by the Governing Body, Clinical Research Center (CRC), Medical Department, BNL. The physicians and nurses will complete and return the BNL's required credentialing forms and ensure that the supporting documentation requested by the CRC's Credentialing Office, as required by the CRC bylaws, is returned with the forms. The entire credentials packet must be completed and mailed to BNL no later than sixty (60) days prior to the start of the MIMP mission.

c. As requested the USAKA/KMR will support the DOE's environmental work by providing billeting, food service, surface and air transportation if available, cargo handling, and retrograde shipments, all on a reimbursable and non-interference basis.

d. The USAKA/KMR will provide family quarters housing, educational, health, dental, and community services for the DOE Coordinator, a contract employee of Bechtel Nevada Corporation, at Kwajalein, in accordance with DOD, Army, USASSDC, and USAKA/KMR regulations. The USAKA/KMR will define those services that are reimbursable from DOE via the ISA.

e. The USAKA/KMR will provide administrative, technical, and professional services to the DOE, as requested, to fulfill its logistical and operational requirements in the RMI on a reimbursable basis. Honolulu support includes ancillary support such as packing, crating, freight forwarding to enable transit of cargo and personnel aboard Air Mobility Command flights as requested by DOE on a reimbursable basis.

f. The USAKA/KMR will provide other categorical and/or miscellaneous services as may be defined and detailed in the ISA.

6. **PUBLIC INFORMATION COORDINATION:**

The USAKA/KMR and DOE will coordinate, subject to the Freedom of Information Act (5 U.S.C. 552), all activities and decisions regarding the disclosure of information to the public about support to the DOE's programs and projects at USAKA/KMR.

7. **REVIEW, AMENDMENT, AND TERMINATION:**


This MOU will be reviewed triennially by both parties beginning 120 days prior to the anniversary date, may be amended by written agreement between DOE and USAKA/KMR, and may be terminated by the mutual written agreement of DOE and USAKA/KMR or by either party upon 90 days' written notice to the other party.

8. **EFFECTIVE DATE:**

This MOU shall become effective upon the date the last signatory signs the agreement.



FRANK C. HAWKINS
Director, Office of
International Health Programs
U.S. Department of Energy



DAVID E. SPAULDING
Colonel, EN
Commander, USAKA/KMR

July 15, 1996

Date

20 July 1996

Date

USASSDC 96191-001

DETERMINATION FOR SUPPORT AGREEMENTS ISSUED TO
Non-DOD Federal Activities

☐ The Purchase is made under a contract that the supplying agency or unit entered into, before the agreement, in order to meet the requirements of the supplying agency for the same or similar services;

✓ ☒ The supplying agency is better qualified to enter into or administer the contract for specified support by reason of capabilities or expertise that are not available within the Department; or

☐ The supplying agency is specifically authorized by law or regulations to purchase such services on behalf of other agencies, or the purchase is authorized by an Executive order or by specific circumstances set forth in the Federal Acquisition Regulation (FAR).

DATE

4-3-96


Chief of POE

* Check one or more of the above provisions that apply to this support requirements.